

STATE OF FLORIDA

COMMISSIONERS:  
LILA A. JABER, CHAIRMAN  
J. TERRY DEASON  
BRAULIO L. BAEZ  
MICHAEL A. PALECKI  
RUDOLPH "RUDY" BRADLEY



DIVISION OF THE COMMISSION CLERK &  
ADMINISTRATIVE SERVICES  
BLANCA S. BAYÓ  
DIRECTOR  
(850) 413-6770 (CLERK)  
(850) 413-6330 (ADMIN)

## Public Service Commission

April 15, 2002

Patrick D. Crocker, Esquire  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007-4752

Re: Docket No. 020330-TI

Dear Mr. Crocker:

This will acknowledge receipt of an application for certificate to provide interexchange telecommunications service by Global Internetworking, Inc., which was filed in this office on April 15, 2002, and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Please note as well that Commission Rule 25-22.005(7), F.A.C., requires certificate companies to notify the Commission of any changes in name, telephone, address, or contact person. Should your application be granted by the Commission, you will be expected to comply with this rule by advising us of any changes as they occur.

Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission

ORIGINAL

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW  
900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (616) 381-8844  
FAX (616) 349-8525

GEORGE H. LENNON  
DAVID G. CROCKER  
MICHAEL D. O'CONNOR  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER  
GARY P. BARTOSIEWICZ  
BLAKE D. CROCKER  
ROBERT M. TAYLOR  
RON W. KIMBREL  
PATRICK D. CROCKER  
ANDREW J. VORBRICH  
TYREN R. CUDNEY  
WILLIAM B. JOHNSON  
STEVEN M. BROWN  
KRISTEN L. GETTING

OF COUNSEL  
THOMPSON BENNETT  
JOHN T. PETERS, JR.  
VINCENT T. EARLY  
(1922 - 2001)  
JOSEPH J. BURGIE  
(1926 - 1992)

April 12, 2002

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

RECEIVED - FPSC  
02 APR 15 AM 11:15  
COMMISSION  
CLERK

Re: GLOBAL INTERNETWORKING, INC.

Dear Sir:

020330-TI

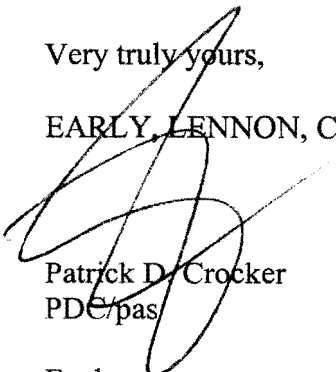
Enclosed herewith for filing with the Commission, please find an original and 6 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.


Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.


  
Patrick D. Crocker  
PDC/pas

Enclosures

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:  


02 APR 15 AM 10:02  
DISTRIBUTION CENTER

RECEIVED & FILED  
  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
04136 APR 15 8  
FPSC-COMMISSION CLERK

# EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

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Dear Sir:

020330-TI

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Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

  
Patrick D. Crocker  
PDC/pas

Enclosures

DOCUMENT NUMBER-DATE

04136 APR 15 8

FPSC-COMMISSION CLERK

**\*\*FLORIDA PUBLIC SERVICE COMMISSION\*\***

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida

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Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Regulatory Oversight  
Certification Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6480**

**FLORIDA PUBLIC SERVICE COMMISSION**

**GLOBAL INTERNETWORKING, INC.** )  
**APPLICATION FOR AUTHORITY TO PROVIDE** ) **Case No:\_\_\_**  
**INTEREXCHANGE TELECOMMUNICATIONS** )  
**SERVICES WITHIN THE STATE OF FLORIDA** )

**APPLICATION**

1. This is an application for  (check one):
- Original certificate** (new company).
  - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
  - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
  - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

**Global Internetworking, Inc.**

3. Name under which applicant will do business (fictitious name, etc.):

\_\_\_\_\_

4. Official mailing address (including street name & number, post office box, city, state, zip code):

**8605 Westwood Center Drive, Suite 300**

**Vienna, VA 22182**

5. Florida address (including street name & number, post office box, city, state, zip code):

**NOT APPLICABLE**

6. Select type of business your company will be conducting  $\checkmark$  (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
  - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
  - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
  - Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carriers. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
  - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
  - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other _____         |   |

8. **If individual**, provide:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

\_\_\_\_\_

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number: F01000006203**

**Applicant has the authority to transact business within the state of Florida. A copy of Applicant's Articles of Incorporation and Certificate of Authority to transact business within Florida appears as Exhibit A.**

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

\_\_\_\_\_

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** \_\_\_\_\_

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** \_\_\_\_\_

15. Provide **F.E.I. Number**(if applicable): **54-1913747** \_\_\_\_\_

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

**Yes**

(b) If not, who will bill for your services?

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your services?

- |                          |                        |                                     |                                 |
|--------------------------|------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | Residential customers. | <input checked="" type="checkbox"/> | Business customers.             |
| <input type="checkbox"/> | PATS providers.        | <input type="checkbox"/>            | PATS station end-users.         |
| <input type="checkbox"/> | Hotels & motels.       | <input type="checkbox"/>            | Hotel & motel guests.           |
| <input type="checkbox"/> | Universities.          | <input type="checkbox"/>            | University dormitory residents. |
| <input type="checkbox"/> | Other: (specify)_____. |                                     |                                 |



18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Patrick D. Crocker  
Title: Attorney  
Address: 900 Comerica Building  
City/State/Zip: Kalamazoo, MI 49007  
Telephone No.: (616) 381-8844 Fax No.: (616) 349-8525  
Internet E-Mail Address: pcrocker@earlylennon.com  
Internet Website Address: www.telecomattorney.com

(b) Official point of contact for the ongoing operations of the company:

Name: Michael Avis  
Title: Controller  
Address: 8605 Westwood Center Drive, Suite 300  
City/State/Zip: Vienna, VA 22182  
Telephone No.: (703) 442-5500 Fax No.: (703) 442-5501  
Internet E-Mail Address: mavis@globalinternetworking.com  
Internet Website Address: www.globalinternetworking.com

(c) Complaints/Inquiries from customers:

Name: Michael Avis  
Title: Controller  
Address: 8605 Westwood Center Drive, Suite 300  
City/State/Zip: Vienna, VA 22182  
Telephone No.: (703) 442-5500 Fax No.: (703) 442-5501  
Internet E-Mail Address: mavis@globalinternetworking.com  
Internet Website Address: www.globalinternetworking.com

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.

**Applicant has not currently operated as an interexchange company in any state.**

- (b) has applications pending to be certificated as an interexchange telecommunications company.

**Applicant is filing applications contemporaneously in the States of Alabama, Arizona, California, Colorado, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin.**

- (c) is certificated to operate as an interexchange telecommunications company.

**Applicant is not currently certificated as an interexchange telecommunications company in any state. Applicant is filing applications for interexchange authority contemporaneously in the States of Alabama, Arizona, California, Colorado, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, and Wisconsin.**

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

**Applicant has never been denied authority to operate as an interexchange carrier in any jurisdiction.**

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

**Applicant has never had regulatory penalties imposed for violations of any telecommunications statutes.**

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

**Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.**

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

**NOT APPLICABLE**

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- (b) an officer, director, partner or stockholder in any other Florida certified telephone. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**NOT APPLICABLE**

---

21. The applicant will provide the following interexchange carrier services  (check all that apply):

a.  **MTS with distance sensitive per minutes rates**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

b.  **MTS with route specific rates per minute**

- Method of access is FGA
- Method of access if FGB
- Method of access is FGB
- Method of access is 800

c.  **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

d.  **MTS for pay telephone service providers**

e.  **Block-of-time calling plan (Reach out Florida, Ring America, etc.)**

f.  **800 Service (Toll free)**

g. \_\_\_\_\_ **WATS type service (Bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h.  **Private Line services (Channel Services)**  
(For ex. 1.544 ms., DS-3, etc)

i. \_\_\_\_\_ **Travel Service**

- Method of access is 950
- Method of access is 800

j. \_\_\_\_\_ **900 service**

k. \_\_\_\_\_ **Operator Services**

- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
- Available to inmates

l. **Services included are:**

- Station assistance
- Person to Person assistance
- Directory Assistance
- Operator verify and interrupt
- Conference Calling

22. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

**Applicant's proposed Tariff is attached hereto as Exhibit B.**

23. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

**A. Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**Resumes of Applicant's officers appear as Exhibit C.**

- B. Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experience or indicate what company has been contracted to conduct technical maintenance.

**As a switchless reseller, Applicant will rely upon the technical capability of the underlying facilities based carrier. The commission has determined that Applicant's underlying facilities based carrier has the technical capability to provide the proposed services.**

- C. Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

**Applicant attaches financial statements as Exhibit D.**

**NOTE:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which can include supporting documentation) should be provided:

1. **A written explanation** that the application has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

**Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas.**

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

**Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas.**

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**Applicant will operate as a switchless rebiller. Applicant will not own or lease any facilities to provide the services proposed within the Application.**

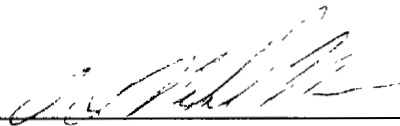
**THIS PAGE MUST BE COMPLETED AND SIGNED**

**APPLICANT ACKNOWLEDGMENT STATEMENT**

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent of all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

D. Michael Keenan  
\_\_\_\_\_  
**Print Name**

  
\_\_\_\_\_  
**Signature**

President  
\_\_\_\_\_  
**Title**

2/15/2002  
\_\_\_\_\_  
**Date**

(703) 442-5500  
\_\_\_\_\_  
**Telephone No.**

(703) 442-5501  
\_\_\_\_\_  
**Fax No.**

**Address:** 8605 Westwood Center Drive, Suite 300  
\_\_\_\_\_

Vienna, VA 22182  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

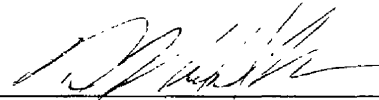
A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant, please  $\checkmark$  check one):

- (  $\checkmark$  ) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
  
- ( ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:

D. Michael Keenan

Print Name



Signature

President

Title

2/13/2002

Date

(703) 442-5500

Telephone No.

(703) 442-5501

Fax No.

Address: 8605 Westwood Center Drive, Suite 300

Vienna, VA 22182



**THIS PAGE MUST BE COMPLETED AND SIGNED**

**AFFIDAVIT**

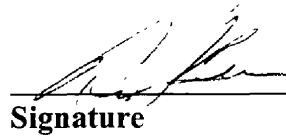
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

**Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 772.082 and s. 775.083."**

UTILITY OFFICIAL:

D. Michael Keenan

**Print Name**



**Signature**

President

**Title**

2/15/2022

**Date**

(703) 442-5500

**Telephone No.**

(703) 442-5501

**Fax No.**

**Address:** 8605 Westwood Center Drive, Suite 300

Vienna, VA 22182

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant **has** ( ) or **has not** (√) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

(a) What services have been provided and when did these services begin?

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(b) If the services are not currently offered, when were they discontinued?

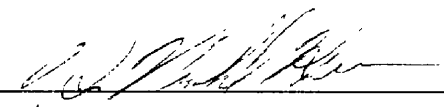
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UTILITY OFFICIAL:

Michael Keenan  
Print Name

  
Signature

President  
Title

2/15/2002  
Date

(703) 442-5500  
Telephone No.

(703) 442-5501  
Fax No.

Address: 8605 Westwood Center Drive, Suite 300

Vienna, VA 22182

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# **EXHIBIT A**

## **Certificate of Authority to Transact Business**

# State of Florida



## Department of State

I certify from the records of this office that GLOBAL INTERNETWORKING, INC., is a corporation organized under the laws of Virginia, authorized to transact business in the State of Florida, qualified on December 3, 2001.

The document number of this corporation is F01000006203.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of December, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:*

1. GLOBAL INTERNETWORKING, INC.  
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. VIRGINIA 3. 54-1913747  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 9/22/1998 5. PERPETUAL  
(Date of Incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. UPON QUALIFICATION  
(Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.)

7. 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182  
(Current mailing address)

8. RESALE OF TELECOMMUNICATION SERVICES  
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. **Name and street address of Florida registered agent:** (P.O. Box or Mail Drop Box **NOT** acceptable)

Name: EDWIN F. BLANTON, ESQ.

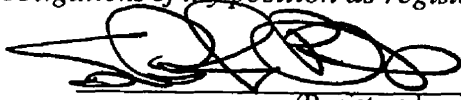
Office Address: 825 THOMASVILLE ROAD

TALLAHASSEE, Florida, 32303  
(Zip Code)

FILED  
DEC - 3 PM 8:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**10. Registered agent's acceptance:**

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

**A. DIRECTORS (Street address only- P. O. Box NOT acceptable)**

Chairman: D. MICHAEL KEENAN

Address: 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182

Vice Chairman: TODD J. VECCHIO

Address: 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182

Director: \_\_\_\_\_

Address: \_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_

**B. OFFICERS (Street address only- P. O. Box NOT acceptable)**

President: D. MICHAEL KEENAN

Address: 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182

Vice President: TODD J. VECCHIO

Address: 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182

Secretary: D. MICHAEL KEENAN

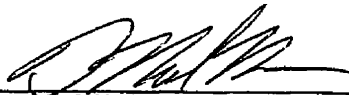
Address: 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182

Treasurer: D. MICHAEL KEENAN

Address: 8605 WESTWOOD CENTER DRIVE, SUITE 300  
VIENNA, VA 22182

01 DEC - 3 PM 8:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FILED

**NOTE:** If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.   
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. D Michael Keenan Chairman / Pres  
(Typed or printed name and capacity of person signing application)

# **EXHIBIT B**

## **Proposed Tariff**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by Global Internetworking, Inc.. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 8605 Westwood Center Drive, Suite 300, Vienna, VA 22182.

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Issued: April 12, 2002

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Global Internetworking, Inc.  
8605 Westwood Center Drive  
Suite 300  
Vienna, VA 22182



CHECK SHEET

The pages inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

\* New or Revised Sheets

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SYMBOLS

- (D) Delete or Discontinue
- (I) Change Resulting In An Increase to A Customer's Bill
- (M) Moved From Another Tariff Location
- (N) New
- (R) Change Resulting In A Reduction To A Customer's Bill
- (T) Change in Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in the tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-on and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer to send or receive communications.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Company

Global Internetworking, Inc.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

FPSC

Florida Public Service Commission

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company.

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**2. RULES AND REGULATIONS****2.1. Undertaking of the Company**

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.

**2.2. Limitations of Services**

- 2.2.1. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.2. Service may be discontinued after five working days written notice to the Customer if:
- 2.2.2.A. the Customer is using the Service in violation of this Tariff; or
- 2.2.2.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.2.3. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.2.4. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.2.5. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.6. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3.
- 2.2.7. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.8. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.9. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.10. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.11. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

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- 2.2.12. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.13. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.14. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.2.15. The Company or Customers reselling or rebilling service must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

2.3. Liability of the Company

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.8. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.9. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Interruption of Service by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five working days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five working days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:

2.5.2.A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.B. if the customer does not pay past due charges;

2.5.2.C. in the event of unauthorized use.

- 2.5.2.D. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.

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- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. Resellers and Rebillers must be certified through the FPSC. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint or authorized use. The Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

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- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment and Billing
- 2.8.1. The following rules apply only to the Carrier's resold interexchange services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail.
- 2.8.1.A. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge will accrue upon any unpaid past due balance.
- 2.8.1.B. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.
- 2.8.1.C. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within Ninety (90) Days after such bills are rendered.

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- 2.8.1.D. Carrier shall be entitled to revise bills previously rendered to adjust for previously un-billed service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.
- 2.8.2. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.3. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.9. Advance Payments
- 2.9.1. For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges, as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.
- 2.10. Deposits
- 2.10.1. The Company does not require a deposit from the customer.
- 2.11. Local Charges
- 2.11.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.
- 2.12. Assignment
- 2.12.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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Issued: April 12, 2002

Effective:

Issued by: D. Michael Keenan, President  
Global Internetworking, Inc.  
8605 Westwood Center Drive  
Suite 300  
Vienna, VA 22182

2.13. Tax and Fee Adjustments

2.13.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.14. Timing of Calls

2.14.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

2.15. Billing Increments

2.15.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

2.16. Minimum Call Completion Rate

2.16.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

2.17. Method for Calculation of Airline Mileage

2.17.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

*the square root of:*      
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

2.18. Time of Day Rate Periods

2.18.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

2.19. Special Customer Arrangements

2.19.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and made part of this tariff and subject to approval by FPSC.

2.20. Inspection

2.20.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.21. Employee Concessions

2.21.1. The Company does not offer concessions to employees.

2.22. Rate Quotes

2.22.1. Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing (877) 385-7401.

2.23. Bad Check Charges

2.23.1. The Company charges Customers \$15.00 for checks that are returned.

2.24. Reserved for future use

2.25. Special Contracts

2.25.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users. These rates will be reflected in the tariff.

2.25.2. The Company will, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be made part of this tariff and approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

2.26. Service Agreement

2.26.1. The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

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3. DESCRIPTION OF SERVICES

3.1. Service Offerings

3.1.1. The Company offers Private Line Services.

3.2. DS-0 Service

3.2.1. DS-0 Private Line Service provides 64 Kbps of bandwidth for the digital transmission of data, voice and video signals. DS-0 with Digital Access Service provides Point-to-Point Digital Service.

3.3. DS-1 Service

3.3.1. DS-1 Private Line Service provides 1.544 Mbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

3.4. DS-3 Service

3.4.1. DS-3 Private Line Service provides 44.736 Mbps of point-to-point bandwidth for the digital transmission of data, voice and video signals.

3.5. OC-3 Service

3.5.1. OC-3 Private Line Service provides 155 Mbps of point-to-point bandwidth signal.

3.6. OC-12 Service

3.6.1. OC-12 Private Line Service provides 622 Mbps of point-to-point bandwidth signal.

3.7. OC-48 Service

3.7.1. OC-48 Private Line Service provides 2.488 Gbps point-to-point bandwidth signal.

3.8. OC-192 Service

3.8.1. OC-192 Private Line Service provides a 10 Gbps point-to-point bandwidth signal.

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4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. DS-0 Service Rates

Rates will be determined on an individual case basis.

4.3. DS-1 Service Rates

Rates will be determined on an individual case basis.

4.4. DS-3 Service Rates

Rates will be determined on an individual case basis.

4.5. OC-3 Service Rates

Rates will be determined on an individual case basis.

4.6. OC-12 Service Rates

Rates will be determined on an individual case basis.

4.7. OC-48 Service Rates

Rates will be determined on an individual case basis.

4.8. OC-192 Service Rates

Rates will be determined on an individual case basis.

4.13. Late Charge

4.13.1. A late payment charge of 1.5% will apply to any unpaid past due balance.

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# **EXHIBIT C**

## **Resumes**



Global Internetworking, Inc.  
10629 Main St.  
Fairfax, VA 22030  
(v) 877-385-7401  
(v) 703-385-7401  
(f) 703-385-8323  
[v.globalinternetworking.com](http://v.globalinternetworking.com)  
[www.pop2pop.com](http://www.pop2pop.com)

**Michael Keenan, Co-Founder and President**

Mr. Keenan owned and operated two technical services companies catering to the requirements of business and consumer customers. Mr. Keenan designed and implemented scalable systems that resulted in a successful roll-up within the industry. Mr. Keenan brings to Global Internetworking a dedication to execution and business fundamentals that have resulted in positive cash flow and profitability during a period in which the telecommunications services sector has experienced a downturn. Global Internetworking has been profitable for two out of the three years of its existence, and continues to grow at a rate in excess of 100% annually. Mr. Keenan obtained a B.S.B.A. in Finance from the University of Colorado.

**Todd J. Vecchio, Co-Founder and Vice President of Sales**

Prior to co-founding Global Internetworking, Mr. Vecchio was Director of Sales of, and an initial investor in Atlantic Media where he was responsible for implementing the resale strategy and directly responsible for Sales. Mr. Vecchio's experience in the Telecom Resale industry, and his vision of a company dedicated to excelling in off-net provisioning, led to the founding of Global Internetworking. Mr. Vecchio began his career in telecommunications as a senior account manager at Bell Atlantic after graduating from Mary Washington College with a degree Business Administration.

**Raymond E Wiseman JR, Co Founder, and Vice President of Network Operations**

Mr. Wiseman is responsible for the Global Internetworking's overall day-to-day operations. As Vice President of Network Operations for GII, Mr. Wiseman has been responsible for building a professional team of provisioners, network engineers, and service technicians. Before joining GII, Mr. Wiseman's six years with Verizon were focused on designing, installing, testing, and delivering high capacity services for then Bell Atlantic's Major Markets customer base. During his seven years with Lucent Technologies (then AT&T Network Systems), Mr. Wiseman was responsible for installing and configuring carrier level telephony equipment such as the 5-E Switch, DACS systems, Fiber Terminal Systems, and Dual Digital Multiplexers for major carriers such as Bell Atlantic and AT&T.



# **EXHIBIT D**

## **Financial Statements**



Global Internetworking, Inc.  
 8605 Westwood Center Dr. #300  
 Vienna, VA 22182

(v) 703-442-5500  
 (f) 703-442-5501  
[www.globalinternetworking.com](http://www.globalinternetworking.com)  
[www.pop2pop.com](http://www.pop2pop.com)

**Condensed Balance Sheet at September 30, 2001**

**ASSETS**

<b>Current Assets</b>		
Cash	\$	229,268
Accounts Receivable-Net	\$	540,923
<b>Fixed Assets</b>	\$	87,950
<b>Other Assets</b>	\$	58,662

<b>TOTAL ASSETS</b>	<b>\$</b>	<b>916,803</b>
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**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

Vendor Payables	\$	75,068
Taxes Payable, Income & Other	\$	101,606
Unearned Revenue	\$	457,973

<b>Long Term Liabilities</b>	\$	273,773
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**Equity**

Retained Earnings	\$	(281,268)
Shareholders' Equity	\$	131,491
Net Income	\$	138,181

<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$</b>	<b>916,803</b>
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**Condensed Income Statement for Fiscal Year 10/01/00 - 09/30/01**

**Income**

<b>Total Income</b>	<b>\$</b>	<b>4,638,920</b>	
<b>Total COGS</b>	<b>\$</b>	<b>2,808,930</b>	<b>60.6%</b>
<b>Gross Profit</b>	<b>\$</b>	<b>1,829,990</b>	<b>39.4%</b>

**Expenses**

Sales, General & Administrative	\$	1,379,739	16.7%
Finance & Taxes	\$	312,070	5.9%

<b>Net income after taxes</b>	<b>\$</b>	<b>138,181</b>	<b>3.0%</b>
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